DNO
7

1890-91
(Police)

File No 3

Serial 1-

B.

8-52

Fictitious Documents produced by some Swindlers in Bombay as regards Mortgage of 24 villages in Sirigapatam Taluk

Indexed
Dy.

Note

The chief persons ~~believed~~ suspected of having been concerned in this case of swindling are

(1) Hira Lal
(2) Shanker Nath
(3) Parbhu
(4) Vasidhar.

The person cheated is a Michael Anderson, a Mahomedan convert to Christianity, residing in Jauna near Bombay.

None of the above persons is a native of Mysore territory. The swindlers set up a fictitious document & successfully passed it off as a deed of mortgage executed by His Highness the Maharajah of Mysore, & on the security of it obtained from the said Mr Anderson a sum of Rs 8500 as a loan which has not since been paid. The fraud was soon discovered by Mr Anderson & he laid a complaint

Magistrate,
in the Court of the Chief Presidency Bombay
Nos 1 & 2 of the swindlers named above
(whom for convenience sake we may
call accused Nos (& 2) were arrested
in April last & after a long trial dis-
-charged for want of sufficient evidence
against them. Accused Nos 3 & 4 are
now on their trial -

The deed of mortgage is dated
October 1862 & purports to have been for a
consideration of Rs 5, 40,000 repayable
with interest at 1 per cent per month,
the mortgagor binding himself to put
the mortgagee in possession of the
mortgaged property with all rights,
except that of exercising Civil & Criminal
jurisdiction therein. The property mortgaged
is the pergannah of Seringapatam
consisting of 25 villages - The
name of the Maharajah is given as
Shriman Madhavarao Gunpatrao.

The circumstances under which
the ~~fabrication~~ fraud was committed

appear to be briefly these :—

In August 1858 Mr Anderson obtained a sum of Rs 14,000 by sale of the proprietorship of the "Advocate of India" — In October accused No 3 called on him as a messenger from accused No 2 who was ~~described~~ represented to be ~~a Parsi~~ an agent of a very large shawl merchant in Bombay — The visits being repeated, Mr Anderson was tempted to go to the house of accused No 2, who asked him if he would become a partner with his master in a Contract business Mr Anderson refused saying he was already working in partnership with some respectable bankers, but promised he wd join him in ~~any~~ future contracts — Accused No 2 said he wanted to secure his master at once by making him enter ~~entering~~ into an agreement with Mr Anderson by which he wd ~~would requested~~

he would humbly make a little profit.
He therefore requested Mr Anderson to
prepare a draft agreement for his master's
approval - Mr A - promised to return
in a couple of days & was about to leave,
when accused No 2 detained him &
said he had influence with several
Oriental Princes & that he had been
on hand a large money transaction
with respect to which he would ask Mr
Anderson to render his help by acting
as a broker on terms of liberal com-
mission - Mr A at first declined to have
anything to do with it, but later on he
was persuaded to give in - On a certain
day on which Mr A - paid a visit to
accused No 2, a respectable looking
elderly Luzeratti named was
brought into the room where the
accused & Mr Anderson were seated,
& was introduced as the agent of
one Nilchand of Mysore who was
to raise money on a mortgage

document which was exhibited to ~~the~~ Mr Anderson - It bore two large Mahratta Seals, one at the top and ~~the other~~ at the bottom - This document was subsequently handed over to - another Bania named Jaishunker from Kathiawar who turned up later on & he took it away saying he wd negotiate the loan & let them know the result soon -

The next occasion Mr Anderson visited accused No 2 on a call from him through accused No 3, accused No 2 said the ~~agent~~ Bania from Mysore was about to succeed in regard to the loan, but urgently wanted Rs 16,000 to enable him to raise the loan required; that he & accused No 3 & another wd jointly contribute one-half; & that the other half shd be contributed by Mr Anderson This Gentleman consented & on ~~receipt~~ the security of the

mortgage document sent Rs 4000.
This document was some time after-
-wards taken back on pretence
that it was required & he sent &
Kathiawar for purposes of ~~the loan~~
raising money, & a simple receipt
given instead., with which Mr
Anderson was evidently satisfied.
A copy, however, of the mortgage
deed was given him - subsequently
the deed was returned to ~~Mr Anderson~~ him
on the ground that it was no
longer wanted because the accused
had failed in their ~~endeavours~~
attempts at Kathiawar, & the
receipt was given back.

Accused No 2 ~~made~~ required
~~further advances~~ made further
demands which were complied
with by Mr Anderson paying Rs 4500
in two sums of Rs 4000 & 500.

On the last occasion
Mr Anderson was sent for, which

7 7

was a few days after, the accused
No 2 again took back the mortgage
document saying they were about
to succeed & it was wanted - Mr
Anderson again exchanged it for
a receipt. ~~as before~~ -

A few days later, Mr Anderson
went with a friend of his, a Subedar,
to the house of accused No 2 &
demanded repayment of his money - Accused
said he was only waiting for
arrival of his messenger ~~&~~ from
Kathiawar & would soon pay it
up. Shortly after this, Accused No 2 went to house of
Mr Anderson & asked for a further
loan of Rs 5000, which was refused.
Since then accused No 2 was not
to be found at his house, though
Mr Anderson called at it several
times - His Suspicions were
aroused & he forthwith sent a telegram to
the Dewan of Mysore & lodged Complaint in the Criminal Courts

Precis of Evidence
in the Bombay case
of Swindling

Mr Anderson
Please see Capt Travers
& the Lieutenant here?
Otto
29/1

Ans to - Same as enquiry
of Sergeant-Major
Allen, and he is able to
attend
[illegible]
12/2.

RM Clerk
AS
12/2

SLI

23d. August 1890.

My dear Sir

The Hon'ble Dewan desires me to draw your attention to an article which has appeared in the Bombay Gazette under the heading "Gang of alleged Hijrahs Swindlers in Bombay." This article is reproduced in the Madras Mail of yesterday. Mr. Nanabhoy Chettyar desires you to refer the Hon'ble the Resident to that article and to request to be informed

favored with
any information that may
be obtained in the course
of the Enquiry now going on in
Bombay, in regard to the alleged
Mortgage of twenty four
villages of Mysore by H.H
the Maharaja of Mysore to
one Venkachand of Chenna-
-patam

Yrs very truly.

M Narain Rao

T. Ananda Rao Esq
Chief Secy

(General Serial No. 30). 516

1890.

From

To The Asst to the Resident in Mysore

Dated 26 August 1890

Despatched 29

Received

Enclosures No.

General No. 5986

No. 283.

From the Comm. No. 4099 dt 11/8/90 584.9

Forwd. extract from the Bombay Gazette under the heading "Gang of alleged Mysore swindlers in Bombay", and requ. that the Durbar may be favored with any information obtained in the course of the inquiry now going on in Bombay re. the alleged mortgage of 24 villages of Mysore by H.H. the Maha Rajah of Mysore to one Venkatarow of Chennapatam

V.

No 1986 / 283 dated 26-8-90

Name

Sl 2/1

To The Asst to the Resident in Mysore

Sir

Annexed is copy of an extract from the Bombay Gazette Newspaper published in the Madras Mail of the 22nd instant under the heading Gang of alleged Mysore swindlers Bombay

2. I am desired by the Dewan to request you to be good enough to write the Resident's Office by post which that the Durbar may be favored with any information which may be obtained in the course of the ongoing enquiry which appears to be now going on in Bombay in regard to the alleged mortgage of 24 villages of Mysore by H.H. the Maha Raja of Mysore to one Virachand of Chennapatam —

I have &c

Sd/-

26 Aug 90

A GANG OF ALLEGED MYSORE SWINDLERS IN BOMBAY.—At the Esplanade Police Court, Bombay, on the 20th instant, before Mr. C. P. Cooper, the Chief Presidency Magistrate, a man named Michael Anderson appeared and lodged an information to the effect that in December last he made the acquaintance in Bombay of Panditji Narayen Premchund, Purbhoodas, Nihala, Ramdass, and Laderjee Jayshunker, who represented to him that they had been instructed to raise a loan of Rs. 5,45,000 on behalf of Vonichand Nilalchand, a banker of Chinapatan, in Mysore, upon the security of a mortgage deed in his favour from the Maharajah of Mysore, on twenty four villages in Mysore. They asked him to assist them in raising this loan, promising him a commission of 2 per cent. Complainant at first objected but on the representation that they only required his name he consented to the transaction and paid the sum of Rs 4,000 on the 20th of December last to Panditji as a loan, at the request of the above persons. About four or five days afterwards a second sum of Rs. 4,000 was advanced to the said Panditji at Bombay at the request of the same persons, who stated that they urgently needed the money on behalf of their principal, and promised to pay back the above loans within a week, whether the transaction was completed or not. They deposited as security a paper written in Guzerathi, bearing two ink seals, purporting to be those of the Maharaja of Mysore, and an attestation in English purporting to be that of the Political Agent at Mysore, which document was represented to be the mortgage above referred to in favour of their principal. On the 21st of January last the (the complainant) at the request of these persons returned to Panditji the said document, a copy of which he had previously obtained, and took the receipt of the said Laderjee Jayshunker, to whom Panditji made over the document, which as they alleged was required for the negotiation of the required loan. As these persons were nowhere to be found and no portion of the advances paid he (complainant) ascertained that the document deposited with him was not genuine and no such mortgage deed existed. As all the accused persons have not yet been arrested the case stands adjourned till the 3rd proximo. Three of the prisoners have been admitted to bail in Rs. 5,000 each and one surety in a similar amount or two sureties for Rs. 2,500 each, on their own recognisances.—*Bombay Gazette*

Madras Mail 22-8-90

463

(General Serial No. 30)

DEWAN OFFICE
12 DEC 90
625

1890

From The Asst to the Resident in Mysore

To

Dated 12 Dec 90

Despatched

Received

Enclosures No. 3

General No. 4099

No. 384-9.

Forwarding for information copy of report by the Commr of Police in Bombay which furnishes the information asked for in the course of enquiry into the case against the gang of alleged Mysore swindlers in regard to the pretended mortgage by H H the Maharajah of 24 villages of the Mysore State

Entd Rev Supt Off
5 Asst Supts Clerks
Precis Writers
Orderly
10 Cons & 1 Police Constable
16/12/90

Submitted
H. Beckerman
Supt
16/12/90

No. 4099 Ene. 3
384-90

3
1.

FROM

THE ASSISTANT TO THE RESIDENT IN MYSORE.

To

The Dewan of Mysore.

Dated Bangalore, 12th December 1890.

SIR,

In reply to your letter No. 5906–203 dated the 26th August 1090, I am directed to forward, for the information of the Durbar, a copy of a report by the Commissioner of Police in Bombay and of its enclosures, which furnishes the information obtained in the course of inquiry into the case against the gang of alleged Mysore swindlers in regard to the pretended mortgage by His Highness the Maharaja of 24 villages of the Mysore State.

I have the honour to be,

Sir,

Your most obedient servant,

L. S. Newmarch

Asst. to the Resident.

3/

No. 7188/6 of 1890.

Police Commissioners Office
Bombay, 6th November 1890.

The undersigned has the honor to report that this case arises out of a successful act of cheating perpetrated upon a Mahomedan Convert to Christianity, by a gang of sharpers under the circumstances which are described by him in his deposition before the Chief Presidency Magistrate. A copy of the deposition together with that of the alleged mortgage deed is subjoined to afford an insight into the case.

None of the parties complained against, belong to the Territory of Mysore. The alleged deed of mortgage of 24 villages by His Highness the Maharaja of Mysore was a fictitious instrument got up obviously by the swindlers themselves for the

Mysore

purpose of using it as a bait wherewith they succeeded in ensnaring and beguiling their dupes.

Two of the gang by name Heeralal and Shankarnath were arrested in April last but after a long trial they were discharged by Mr. Cooper for want of sufficient evidence against them. Two more of them by name Parbhu and Vasudhan were recently arrested and they are now before the Magistrate on their trial.

(signed) W. A. Wilson,
Colonel,
Commissioner of Police.

Mr. Rodi for the Complainant 3/2/1
Mr. De Souza for Accused No. 2

The Deposition of

Michael Anderson

inhabitant of Bombay, taken upon Oath before me, C. P. Cooper, Esquire, one of Her Majesty's Justices of the Peace and Chief Presidency Magistrate for the Town of Bombay on the 6th day of August 188, in the presence and hearing of the prisoner.

1. Heeralal

2. Shamkernath Vishwambernath

charged before me the said Justice with cheating

Which said Deponent on his Oath aforesaid saith:-

I am a contractor. I reside at Tanna. I gave up the Proprietorship of the Advocate

of

of India in August 1888. One day in October last a person called on me who represented himself to be one Purbudas. He told me he was sent by one Punditji who, was the Moonim of a very large shawl merchant in Bombay and gave me certain other information. Purbudas saw me in October about 4 times. Purbudas came to me early in December and after that I came to Bombay on one Sunday. Purbudas was waiting at the Byculla Railway Station for me. One Mr. Stazza a Contractor of the Tansa Water Works was with me. He and I went with Purbudas to a house in the corner of Kalbadevie in Portuguese Church lane. We went to the first floor. Purbudas called out, and the accused No. 2 Shunkernath Viswanbernath came down. Purbudas introduced him as the Pundit who was anxious to

see

of India in August 1888. One day in October last a person called on me who represented himself to be one Purbundas. He told me he was sent by one Punditji who, was the Broomin of a very large Shawl Merchant in Bombay and gave me certain other information. Purbundas saw me in October about 4 times. Purbundas came to me early in December and after that I came to Bombay on one Sunday. Purbundas was waiting at the Byculla Railway Station for me. One Mr. Stazza a Contractor of the Tanna Water Works was with me. He and I went with Purbundas to a house in the corner of Kalbadevie in Portuguese Church Lane. We went to the first floor. Purbundas called out, and the accused No. 2 Shunkernath Viswanbernath came down. Purbundas introduced him as the Pundit who was anxious to

see

see me and I introduced Mr. Slazzer to the Accused No. 2 Shunkernath Viswanbernath as our friend. Some formal words passed for about 2 minutes then the Accused No. 2 Shunkernath Viswanbernath took me up by myself to the 2nd floor. I objected to leave my friend behind. The Accused No. 2 Shunkernath Viswanbernath told me he had something important to tell me and it was not for others to hear. I went with him and Purbudas follow-ed us. The Accused No. 2 Shunkernath Viswanbernath first opened out a subject of Contracts and the money to be made by them. He appeared to be satisfied and said it was his intention to engage his Master in Contract business and that he himself expected to make a small profit. I told him at present I was working with respectable bankers as partners, but

but in any future contracts I would join him – if what he represented was true and that he had a large influence with his Master. After this I wanted to leave him, he insisted on my not leaving him. He said he wanted to secure his Master at once, and to make him de-posit some money at once, for the purpose of future Contract and he wanted me to draw out a rough agreement and he would show it to his Master and obtain his approval. He said his Master was then living at Mahalaxmi. I promised to give the Accused No. 2 Shunkernath Viswanbernath the agreement in a couple of days. Just as I was leaving he said, this was not all he was able to do, he had great influ-ence with several Oriental Princes. Amongst whom he men-tioned the Rajah of Cashmire,

Patiala

Patialla and Indore and several Princes in Kathiawar with mentioning their names. He said besides his Master's work he did a large business with there people and that he would benefit me some day. This made me rather anxious and I wanted to know what benefit he meant. He said amongst other things, there was one business already in his hand but he was afraid to tell me at once, as he had not known me sufficiently. This made me still more anxious and I pressed him to let me know something of it. He said you need not be so anxious about it. It is only a money transaction but it wants security. I promised not to tell any one about it. On this he told me that the Mooneem of one Nihalchand Veerchand of China Patten had arrived in Bombay with

with a mortgage deed with the view of raising money on it, and that it was his intention to make me the broker in this business and that he could give me a large commission. I told him I did not care for a thing like this. I went away promising to return with the Draft agreement in two days. Two days after this I came alone to the same house between 10 and 11 in the morning. The first interview was in the afternoon between 5 and 6. On the 2nd occasion I found the Accused No. 2 Shunkernath Viswanbernatth and his servant the Accused No. 1 Kiralal Surajprasad there. I went to the first floor, the door with the iron bars was shut. The Accused No. 1 Kiralal Surajprasad called out to Accused No. 2 Shunkernath Viswanbernatth and he came

down

down and received me and took me upstairs on the 2nd floor. I gave him the Draft agreement which I had prepared in pencil. He approved of it. He read it. It was in English. He said he would show it to his Master that evening and obtain his approval and then he would have it prepared by a Solicitor, after which he would get his Master to deposit money in a bank. Soon after this Purlendas came up. I was there for about 20 minutes when I wanted to leave, the deceased No. 2 Shunkernath Viswanbernath insisted on my not leaving and kept me telling over and over again about the old Contract. He seemed to me as he was wishing to say something. About this time a Gujarathi Bania who was introduced to me as Narayendass

came

came in. The Accused No. 2
Shunkernath Viswanbernath
and Narayendass went apart
and spoke slowly into one
another's ears so that I could
not hear them. The Accused No. 2
Shunkernath Viswanbernath then
opened the subject again about
brokerage which he had men-
-tioned to me before. I in-
-sisted on having nothing to
do with it. I told him I had
neither the time nor the influ-
-ence to go into business of
that sort. He told me he
did not want my influence
or my time. He only wanted
my name. I asked him what
good my name would be
as I was not known in that
kind of business. He told me
he once used Cummas Sul-
-linan's name and Agency in
a similar business and made
Rs. 20,000 and that he dare not
make

make use of his own name
with the firm as he would not
get so much commission more
-over if his master came to hear
of his going into business like this,
he would get his dismissal. I
still insisted on having nothing
to do with it. At last he per-
-suaded me to go into this busi-
-ness swearing that he would
use nothing else but my name
and would not trouble me with
anything. I left him there, I said
I was in a hurry and I returned
to Sanna. Both these visits took
place in the early part of Decem-
-ber last. I called again at the
same house after two days. I
saw the Accused No. 2 Shanker-
-nath Viswanbernath and his
servant Accused No. 1 Keralal
Sewrajpersaad. I asked the Accused
No. 2 Shankernath Viswanbernath
what was the result of the Draft
Agreement I had given him. He
said

said his Master was satisfied with it. He was going away to bathe in the Ganges and he was sorry he could not see me. The Accused No. 2 Shunkernath Viswanbernath again introduced the subject of the brokerage. He told me I should go into it heartily and he told me about the benefit of it. About this time Narayandass came in. The Accused No. 2 Shunkernath Viswanbernath sent him back and told him to call the Moonim with the Documents. In about 5 minutes time a highly dressed respectable looking like elderly Guzarati Bhania came in with Narayandass. The Accused No. 2 Shunkernath Viswanbernath asked him to show his documents. He took out a bundle tied up in an old black silk cloth and produced one document which was written in

Guzarati

Gujarati bearing 2 large Mahratta
seals one at the top and one
at the bottom. It was shown
to me. I spoke to the Accused
No. 2 Shunkernath Viswanubernath
and told him that he was bur-
-dening me with this business.
He said in English, say nothing-
quietly accept it from the old
man and that he, Accused No. 2,
Shunkernath Viswanubernath would
do everything. I remained quiet.
He took the paper out of the
hands of the elderly Gujarati
Bhania and put it into my
hands, making the Bhania under
-stand that if the negociation
succeeded he was to give 5 per
cent as commission only. The
Bhania appeared to know them
all as he spoke familiarly
with them, about this time
Purbundas came in. The Bhania
was told to call again in 4
days to know the result of what
would

would be done. The Bania went away. The Accused No. 2 Shunkernath Viswanbernath introduced the Bania to me as the Moonim of Vaichand Nihalchand a merchant of Mysore. The Document was shown to me for the purpose of effecting a loan of Rs. 5,45,000. The document was read out to me by Narayundass. I understand Guzaratti. I read most of the document myself afterwards. Before the Bania left, he said we must take great care of the document as it was a valuable one. The document was lying on the carpet when the Bania left. Afterwards Narayundass went and brought a person who was called Lurkerji Jaishunker, a Kathiawar Bania. The Accused No. 2 Shunkernath Viswanbernath and Narayundass said he was a broker, and that he had done

brokerage

brokerage business for them before this and that he was trustworthy. The document was handed to Inderji and he was promised 1/5th of the commission. The Accused No. 1 handed the document to Inderji and explained to him about the loan. Inderji went away with the paper while I was seated there. He promised to let us know the result, the earliest 4 days after this Per-hlad das again called on me at Jaina, and gave me a message - in consequence of that, I came to Bombay and saw the Accused No. 2 Shunker-nath Visvanderneth the same day. Purshuddas was with me. This was about the 12th of Decem-ber. The Accused No. 2 Shunker-nath Visvanderneth spoke in a very satisfactory manner and we should make a lot of money

afterwards I went away. About 4 days

as

as the business was proving successful and he told me he did not know what to do as he had already told me he would not bother me but the Moonim wanted money urgently, as he had received message from the Sett to purchase some pearls for him. I told him I could not help him anyway. I told him I could not help him. He said that I in the face of such good satisfactory business should not so obstinately refuse to assist, as he himself and Narayendass would contribute and get Purbhudass also to contribute something. I asked the amount that the Moonim urgently needed and he said Rs. 16,000/- Rs. 8000/ of which he, Narayendass and Purbhudass would contribute; requesting me to contribute the remainder Rs. 8000/

I

I had no money with me at
the time, I said I could ill
afford it at the time as I had
use for it at the time. They
told me to raise a loan that
I must have credit in the
city. They still pressed me
very hard. I said I would con-
sider the question. I then went
home. About 2 days afterwards
Purbhudas again came to me
at Jamna and gave me certain
information in consequence I
came down to Bombay and saw
the Accused No. 2 Shunkernath
Visvanathnath. I brought with
me Rs. 4000 in notes of 500 Rs.
each. I did not tell him at
first I had the money, but
he made me believe and I
did believe that our loss in
the commission would be very
great if we did not accom-
modate the man and he
would remove the business
from

from us to somebody else. I asked him if I should accom-modate the Baronian with money how long would it be before I got it back and what security would I have for the money. He said he felt sure that the negociation busi-ness would not take more than a week or 10 days - and as he and friends were contri-buting money he could not see how I could get any se-curity. I refused to give any money - unless he gave me some substantial security. On this it was arranged that I should keep possession of the Document which I should have to present on every occasion when any negociation was going on. On this understanding believing the paper to be genuine I took possession of this document

from

from the Accused No. 2 Shankar-
-nath Viswanathnath and gave
him notes for Rs. 4000/- The num
-bers of those notes were, There
were eight notes of Rs. 500/- each
and their Nos were -

S 3106597 - 8th April 1884 Bombay
S 3108333 - 8th April 1884 Bombay
S 3108262 - 8th April 1884 Bombay
M 3895010 - 9th May 1873
S 3107053 - 8th April 1884
S 3100015 - 8th April 1884
S 3101818 - 8th April 1884
S 3106180 - 8th April 1884

I obtained all these notes from
the Agra Bank and I am sure
these are all Bombay Currency
notes. I went away and promised
to come back with the Document
whenever I should be required.
Narayendass was present when
I gave the money and so was
Purbhudass. There were nobody
else. Either 6 or 8 days after this,
Purbhudass again comes to me and
gave

gave me a message which again brought me to Bombay, on the same day. I went and saw the accused No. 2 Shunkernath Viswanbernath. He was by himself. This was at 7 o'clock at night. He told me that the document was required back to be sent to Kattiawar for the perusal by a broker of a merchant in Bombay who had agreed to advance money on it provided the broker was satisfied with the genuineness of the document. I declined to part with the paper. I was prepared and willing to go myself with the paper rather than risk it in the hands of others. About this time Narayendass and Purbhudass came in. They all three insisted on my giving up the paper and taking a receipt for the document. I believed these persons were in earnest

and

from the accused No. 2 Shankar-
-nath Viswanbernath and gave
him notes for Rs. 4000/- The num
-bers of those notes were, there
were eight notes of Rs. 500/- each
and their Nos. were.

S 3106597 - 8th April 1884 Bombay

S 3108333 - 8th April 1884 Bombay

S 3108262 - 8th April 1884 Bombay

M 3895010 - 9th May 1873

S 3107053 - 8th April 1884

S 3100015 - 8th April 1884

S 3101818 - 8th April 1884

S 3106180 - 8th April 1884

I obtained all these notes from
the Agra Bank and I am sure
these are all Bombay Currency
notes. I went away and promised
to come back with the Drummit
whenever I should be required.
Narayendass was present when
I gave the money and so was
Purbindass. There were nobody
else. Either 6 or 8 days after this,
Purbindass again comes to me and
gave

3/2/10

and I gave them the Document on a receipt. I took the receipt and gave up the document and I left. 2 days afterwards again Purbudas came to me and I again came to Bombay, and again interviewed Accused No. 2 Shanker-nath Viswanbernath. No one was with him at the time. He said the man had come back unsuccessful and he said I could take the document back and give up the receipt. I did so. Before giving up the document the first time I had taken a copy of it. Jamnadas Narayandas was the man who copied it. This is the copy (marked for identificatn On the 19th or 20th of December Purbudas came to Jamnah and delivered an urgent message to me. I went again to Bombay and interviewed Accused No. 2 Shankernath Viswanbernath at his house. He spoke to me in

a

a serious manner and said that if the remaining money was not paid we shall have to give up our case the consequence would be a very great loss and probably the forfeiture of what we had already advanced and he was sanguine from what he could see that in a short time he would reap a very good benefit. He induced me to give him the remaining Rs. 4000/- and I then left and the next day I again went to the house of deceased No. 2 Shunkernath Viswanbernath and I paid him another Rs. 4000/- in 7 notes of Rs. 500/ each and 5 notes of Rs. 100/ each. Narayundass was present and Purbhudass was present. The numbers of these notes were:-

S 310 7532 - 8th April 1884 Bombay Rs. 500/-
S 310 65 19 - 8th April 1884 Bombay Rs. 500/-
M 389 6853 - 9th May 1873 Bombay Rs. 500/-
S 310 6686 - 8th April 1884 Bombay Rs. 500/-
S 310 9568 - 8th April 1884 Bombay Rs. 500/-
S 3110 149 - 8th April 1884 Bombay Rs. 500/-
S 3109 098 - 8th April 1884 Bombay Rs. 500/-

3/2/11

I have the numbers of the 5 notes of Rs. 100/- each. All except 3 of these notes I obtained from the Agra bank. Again I returned home with the document. I remember the 22nd of December again I was sent for and I went to Bombay and saw Accused No. 2 Shunkernath Visvambernath he said he sent for me, to tell me he got into a fix and wanted me to assist him to get out of. He told me that Purbudas in contributing his Rs. 1000/- had committed a breach of trust in mortgaging a pearl ornament belonging to a jeweller for Rs. 1000/- and that if the money was not paid at once, the man would be taken on a warrant at once and punished. He was disguised so as to avoid detection instead of his usual turban he had a cap on and tied a cloth round his face. They asked me

to

to contribute another 1000 Rs. to save this man. I said I had contributed all I had and I could not contribute any more. Their prayers and persuasions induced me to give Rs. 500/- as the accused No: 2 Shunkernath Vis-wambernath had agreed to give Rs. 500/- from his pocket. I had no money with me then but I had with me my 25 shares in the Bombay Cooperative Stores of the value of Rs. 50/- each. I took them out and handed them to the accused No: 2 Shunkernath Viswambernath and said he could realize them if the man really was in trouble. I went away after this to Jaina leaving the shares with him. The very next morning Purbundas appears again at Jaina with the shares; he handed them back to me giving me certain information. As it happened one Moroba Jokhker law agent and Mukhtiar in the

Jaina

3/2/12

Jamna Court came in. I gave the shares to Bhimbha for the purpose of raising a loan in Jamna. He came back without succeeding. Purbhudas spoke to me and I gave him a Pro-missory note for Rs. 500/. He took it and went away. The note was dated the 22nd of December 1888. About the 7th of January Purbhudas comes to me in the morning and delivers me a message in con-sequence of which I came to Bombay with the document and saw Accused No. 2 Shunkernath Visvanubernath at his house. Narayen dass was also there. I was told that negociations had nearly succeeded and I was asked to give the document back. I gave the document back giving a re-ceipt. The Accused No. 2 Shunker-nath Visvanubernath gave me the receipt. This is that receipt (put in and marked Exhibit A).

Yes

the Accused No. 2 Shunkernath
Viswanbernath, Narayendass,
Purhudass and Luderji Jaishunker
the broker was there when the re-
-ceipt was written out. The re-
-ceipt was written by Luderji or
Jaishunker. After this I went
home. 4 or 5 days after this I sent
my servant to see if anything
was done and he came back
and gave me certain inform-
-ation. I sent him 4 or 5 times. I
began to feel uneasy in parting
with my money and the document
I went to a Subhedar Major in
the Marine Battalion Sheik
Mohideen. He is a friend of
mine and I spoke to him. He
went with me to the house of
Accused No. 2 Shunkernath Vis-
-wanbernath. He was there. He
came down to the first storey.
He received us there. He appeared
confused at the sight of the
Subhedar and asked me in

English.

English why I brought him. I said it was of no use to speak in English as the Subhedar knows English and I addressed to him there. I said he was a friend of mine and knew something about the business and it was no good hiding anything from him. On this I tackled the accused No. 2 Shunkernath Visvanbernath at once about the 8000 Rs. and pointed out the false promises he had made of very soon being enabled to send me back my money and not doing so. He remained silent for a very short time and seeing I was about to tackle him again he said he was very sorry that the man from Kathiawar had not come back and that he would send a special messenger for him and pay me back my money in a very few days and that I might be patient for a little longer as I had been patient so long. After this he spoke

a few words to the Subhedar in Hindoostanee and lastly a few words in English. He asked me to go upstairs with him alone. I went up alone. This man began scolding into me for having taken the Subhedar to his house. I told him if he did not pay me I would bring 1/2 dozen men more. I did not stop very long with him. He said he would pay me the money.

23rd August 1889.

Mr. Dewar for the complainant.
Mr. Rivett Carnac for the accused.

The Informant is recalled and re-sworn and further examined by Mr. Dewar.

After the conversation upstairs the accused No. 2 Shamrao Vishwanath Vishwanath came down. I came down with him. I had some

conversation

conversation with him in the
presence of the Subedhar I
said to him I hope this will be
the last promise for settling up
with me and that he would give
me no further trouble. He said he
would send a special man to
Kathiawar to bring back the man
who had gone with the document
and that he would most probably
settle up in a week. After that I
left. After a week I sent my
servant to the accused No. 2 Shunker
-nath Visvanathernath. My servant
returned and told me something
that servants name is Sreenderlah
The very next day I went and saw
the accused No. 2 Shunkernath
Visvanathernath at his house. I was
alone. I had similar conversation
with him as before and he made
similar excuses that the man had
not returned and he was ex-
-tremely sorry that he could not
settle up. I returned home. A very

few

few days afterwards probably
at the beginning of February the
accused No: 2 Shunkernath Vis-
-wanbernath accompanied by
Purbhdass and Narayen came
to my bungalow at Jana late
in the evening between 5 and 6 I
spoke to the accused No: 2 Shunker-
-nath Viswanbernath. I asked him
about the document and about
the settlement with me and he
said he had heard from Kathiwar
and that the negociation would
come to a good issue very soon
and not to be afraid or im-
-patient. I had several people
with me on this occasion Moroba
Joglaker (a law agent) Secundershah
Ramchander Bhicaji Khehire
Vinayekrao W: Stazza just called
in and Mahomedshah another
servant of mine and my son
were also there. The accused No: 2
Shunkernath Viswanbernath said
he had come on more important

business

business than this. He said that the mooniim wanted another Rs. 5000/- and if that amount was not paid the whole business would break down and that I would suffer as well as himself. I got enraged at this. I said it was very injudicious and impertinent of him to ask for a further of advances of money when he had not already paid me the money advanced. He turned round and said it was no good being impatient; it was a Bona fide transaction and if I did not advance further money I would forfeit all my claims in the business. He said he would very shortly settle me up. The people I have mentioned were already present when this conversation took place. They were all within 3 or 4 yards of me quite close seated around. Just as the accused No. 2 Shunkernath Viswanbernath had said this, Mr.

Stagg

He stood by the footsteps and he spoke to me.
Stazza turned up. The accused
No 2 Shunderath Visvanderath
said in Mr. Stazza's presence this
gentleman is getting unnecessarily
excited. I shall very soon
settle him up. I brought out the
receipt (Exhibit A) and said
on the strength of the receipt I
had given you Rs. 800/- and
said it was worth Re. 1- take
your receipt back and give
me my money. The accused No 2
Shunkernath Visvanderath said
dont be impertinent, I will
settle you up very soon. They
then left. I sent a servant
again to the accused No 2 Shunder-
nath Visvanderath 4 or 5 days
afterwards and he brought me
back certain information and
then again I went to the house
of the accused No 2 Shunkernath
Visvanderath. He was not there.
I saw the accused No 1 Pihala
there. He said his master had
gone

gone out wrong. I told him about what I had done. He said don't be afraid, sir, this is not the first transaction my master had done. He said he would come back and pay him. I asked him for his master's address. He said he had gone to Poona, then Allahabad, then Jullundher for his brother's son's marriage. I doubted if the accused No 2 Shunkernath Viswanbernath had really gone. I wanted to go upstairs but the accused No 1 would not let me saying there were females upstairs. I could not go upstairs so I left. I never saw the accused No 2 Shunker-nath Viswanbernath again until I saw him in this Court. I went the next day to his house with the same result. I made inquiries in the neighbourhood. I received certain information. I then first began to doubt

this

transaction. I sent a telegram to the Dewan of Mysore. I afterwards came to this Court and laid an information.

After the accused No. 2 Shunkernath Viswanbernath suggested to me borrowing money. I went and saw a man-in-law and made statement to him. He was Chuttra Gouldass's son. I believe his name is Dhuleep-Singh. I obtained Rs. 14000/- and odd rupees from Mr. Murzbhan on account of the sale of the "Advocate of India". I cashed that cheque at the Agra Bank. I paid the Rs. 8000/- from that money.

Mr. Birkett Cannot declines to cross-examine.

3/3

Translation of a writing in Gujarathi purporting to be a copy of a deed of Mortgage written on a country Kaper.

Shriman
Sirkar Maharaj
dhiraj Sawai Madhav
-rao Gunputrao
Gujaore

In the Samvat year 1918 — Bhadrawa Sud the 8th Tuesday (English date the (a)..... October 1862 to Sha Nihalchand Veerchand by caste a Dasa Shermali Bania originally of Patan, at present residing in the Town of Chinna Patan given in writing by Shri Mant Maha Raja dhi Raj Sawai Madhavrao Gan-patrao Maharaj the (present) occu-pier of the Gadi of Shri Gujaore Patan to wit — this day we have borrowed from you Rs. 5,40,000 of. five lacks and forty thousand,

(a) a word here is unintelligible to me
W. B.E.

of

of the Company's currency in cash the interest thereof to run at Re.1 per cent per month and as security for it, Pargana from our State named Shirangpatan with the 24 Gannus under it, in all 25 gannus are given in mortgage with possession to you on the conditions mentioned below:-

1. In accordance with what is written above we shall take possession from you of the said gannus on paying off your money.

2. So long as we have not paid your account in full the said gannus will remain in your possession and the management thereof shall be made by you in the manner hereinafter stated and the proceeds therefrom which amount to about Rs. 35000/- in letters thirty five thousand annually shall be received by you. We have no claim whatsoever on them when

we

2/3/2

we pay off your account in
full we will take from your
possession into our possession
the Gauncs mortgaged with
you and we shall be entitled
to the proceeds from them.

3. The proceeds (income) of the
said villages which you are
entitled to receive are as follows:
Vernáu duty, Vithoti tax, Vaje tax,
grass pasture land, grain &c. for
the recovery of these (taxes) any
Vahivatdar, Karkun, Daftardar,
Panchrashi, Sherbande, and others,
who must be engaged, will be
engaged at your expense.

4. You shall receive revenues
from cultivators, tradesmen and
other people according to the rates
agreed to.

5. In the said villages there is
a pasture land besides this the grass
received from cultivators and other
people for invalid cattle, all that,
should be used by you in charity

as

as it has been done hitherto and you shall allow watering places, wells, tanks, Dharamsalas and Temples to be used by the public as they have been used hitherto.

6. You shall continue the grants to the Temples and Dharamsalas in the said Gannes, which have been paid hitherto.

7. You shall levy dastur according to the law obtaining in our State relating to Vetha (i.e. forced labour) and not more.

8. The civil and criminal jurisdiction exercised by us in the said Gannes will continue to be exercised in the same way and expenses of it are to be borne by us and the civil fees and fines will be ours.

9. The Khandani (6) which is required to be paid to government will be paid by us, you have nothing to do with it.

(6) Tribute

The

The said Gannes having been given in your charge agreeably these conditions, be received as stated above.....(c) Rupees in case the same to be paid, this writing with our seal has been given of our free will and consent and in our sound sense and health and the same is agreeable to us and to our heirs and representatives when we pay off your account in full, you shall make over to us the said Gannes and this writing, the handwriting (of this) is of Shah Anapchand Parachand. Date as above. Samvat 1918 the 8th Bhadarva Sud Tuesday (English) date the 23rd October 1862 A.D. In all there are 23 lines.

(c) unintelligible 9/12/62

Here ——— signature Here — attestation

I, Gadipati Sawai Madhavrao Ganpatrao Maharaja, written by self.

sd/ C. J. Long, P.A.
signature in Telugu
signature in Modi

(There is same writing here in urdu)

Shah Shah Doorabji Cowerji.

Shriman Sirkar Maharaja dhiraj Mahraj Sawai Madhavrao Ganpatrao

True Copy
H. Corkery
Superintendent